

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
BAMBOO IDE8 INSURANCE SERVICES, LLC,

Plaintiff,

- against -

EVERETT CASH MUTUAL INSURANCE COMPANY,
Defendant.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DATE FILED: 1/13/23

23 Civ. 0313 (LLS)

UNSEALING ORDER

Plaintiff Bamboo Ide8 Insurance Services, LLC ("Bamboo") planned to buy farm insurance renewal rights from subsidiaries of Global Indemnity Group, LLC. Bamboo's proposal was accepted by the selling insurers.

Bamboo enlisted defendant Everett Cash Mutual Insurance Company ("ECM") as a partner in the planned purchase, ECM having agreed to finance a portion of the purchase price. Bamboo, ECM, and the selling insurers worked collaboratively to consummate the transaction.

On August 5, 2022, the day on which the parties were to sign the operative transactional documents, ECM rescinded the deal. On August 8, 2022, ECM publicly announced that it had agreed with the selling insurers to directly acquire the renewal rights.

Bamboo seeks to file the Complaint with portions under seal, which was provisionally granted by the Part I Judge, expressing "significant doubt as to the propriety" of doing so.

The case now appearing before this Court, Bamboo's motion to seal portions of the Complaint is denied. The requested redactions would conceal the identities of the selling insurers, the subject of the sale as renewal rights, and some of the monetary amounts involved.

Paragraphs 6 and 7 of the Complaint read as follows:

6. On Monday, August 8, 2022, ECM publicly announced that it had agreed with the Selling Insurers to directly acquire the Renewal Rights that the parties had intended to be transferred to Bamboo ("August 8th Transaction").

7. With this announcement, it became clear that ECM intentionally refused to sign the operative transactional documents on August 5, 2022 in order to pull funding from Bamboo, thus pressuring the Selling Insurers over the ensuing weekend to sell the Renewal Rights directly to ECM at a better price.

Paragraph 10 of the Complaint claims:

10. As a direct result of ECM's intentional and improper conduct, Bamboo has suffered damages in that it has been denied the benefit it would have received had it acquired the Renewal Rights and has further been denied the value of its extensive work connected with the transfer of the Renewal Rights. Bamboo therefore brings this action for (1) Tortious Interference with Prospective Contractual Relations, (2) Unfair Competition-Misappropriation of Labors and Expenditures, (3) Unjust Enrichment, and (4) Promissory Estoppel.

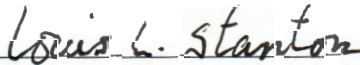
Since it seems apparent that some or all of those items of information had been publicly announced by ECM on August 8, there is little use in blacking them out of the public copies of the Complaint.

The case is not shown to have any of the significant attributes required for suppressing disclosure of material aspects of a federal litigation (identities of parties, subject matters of the disputes, amounts involved). The requested application for sealing is denied.

The Clerk is directed to unseal the Complaint (Dkt. No. **2**).

So Ordered.

Dated: New York, New York
January 13, 2023


LOUIS L. STANTON
U.S.D.J.